

**CONTRACT BETWEEN THE BENTON\WEST CITY EMERGENCY
TELEPHONE SYSTEM BOARD AND FRANKLIN COUNTY EMERGENCY
TELEPHONE SYSTEM BOARD**

1. **PARTIES:** The parties to the Contractual Agreement are the Benton-West City 9-1-1 Board and the Franklin County Emergency Telephone System Board (Franklin County ETSB).
2. **PURPOSE:** The purpose of this Contractual Agreement is to change the manner in which 911 calls are handled for 911 calls originating from all noncellular telephone lines located in the City of Benton and Village of West City. Specifically, the parties to this Contractual Agreement agree that the primary PSAP for all 911 calls originating from all noncellular telephone lines located in the City of Benton and Village of West City shall be the responsibility of the Franklin County ETSB.
3. **POWER AND AUTHORITY:** Franklin County ETSB operates an enhanced emergency E911 system and will provide the E911 service to the Benton\West City 911 Board.
4. **SERVICES:** Franklin County ETSB agrees to provide Benton\West City 911 Board with 24-hour per day E911 service and the emergency dispatching that will be necessary to complete the call.
5. **SURCHARGE PAYMENTS:** Each party to this Contractual Agreement recognizes and acknowledges that the surcharge payments made by individual telephone customers which are currently collected and paid to the Benton\West City 911 Board shall continue to be paid to the Benton\West City 911 Board so long as this Agreement is in effect.
6. **COMPENSATION:** In return for emergency E911 service, Benton\West City E911 Board will pay to Franklin County ETSB \$ 3000 per month. *MLM*

Benton\West City E911 Board will be responsible for all expense incurred in order for Franklin County ETSB to be able to begin E911 services for Benton\West City E911 Board, included but not limited to, expanding telephone lines and radio equipment.
7. **1 YEAR WRITTEN NOTICE OF CHANGES:** Each party to this Contractual Agreement hereby agrees that the terms of the Agreement shall remain fully operative, effective, and binding unless any party hereto provides 1 year written notice to all other parties of the intention to terminate, amend, or modify this Contractual Agreement in any manner whatsoever. The parties agree that written

notice of any proposed changes to this Agreement must fully set forth the details of the proposed changes and must be delivered to the person signing this Contractual Agreement at the address listed below that person's name at least 1 year before the proposed change is to become effective.

8. **CHANGES IN LESS THAN 1 YEAR BY AGREEMENT OF ALL PARTIES:** The parties to this Contractual Agreement additionally agree that this Agreement may be terminated, amended, or modified at any time after receipt of the said 1 year written notice, regardless of whether the full 1 year period has elapsed, if the ICC has approved the proposed changes in writing and upon the execution of another Agreement that is signed by each party hereto stating that the latter Agreement supercedes and replaces the Agreement.
9. **AGREEMENTS FULLY CONTAINED WITHN THIS DOCUMENT:** Each party to this Contractual Agreement acknowledges that each and every term and provision of this Agreement is fully contained within the Four (4) pages of this document and that no verbal or written agreements, terms or provisions that are not contained herein form any part of the Contractual Agreement.
10. **SIGNATURES BINDING UPON PARTIES:** Each party to this Contractual Agreement acknowledges that this Agreement has been presented in advance of its signing to the governing body of each party and that the governing body of each party has authorized the person whose signature is ascribed hereto to enter into this Contractual Agreement on behalf of that party, fully acknowledging that the signature of the person signing on behalf of each party makes this Contractual Agreement fully binding and effective.

DATE: Sept 6,, 2005.

SIGNED: Mickey L Marshall

PRINT NAME: Mickey L. Marshall

TITLE: Chairman

ON BEHALF OF: Benton\West City 911 Board

ADDRESS: 903 W Washington St Ste
Benton, IL 62812

DATE: SEPT. 13, 2005.

SIGNED: Robert J. Hilliard

PRINT NAME: ROBERT J. HILLIARD

TITLE: CHAIRMAN

ON BEHALF OF: Franklin County Emergency Telephone System Board

ADDRESS: _____
